

**BRYAN CAVE LLP**

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Attorneys for Plaintiff

**AIRWAIR INTERNATIONAL LTD.**

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE**

AIRWAIR INTERNATIONAL LTD., a  
 company of the United Kingdom,

Plaintiff,

vs.

TWIN TIGER FOOTWEAR, INC.; and  
 DOES 1-50,

Defendants.

Case No. 12-cv-04905-PSG  
 Honorable Paul S. Grewal

**CONSENT JUDGMENT AND  
 PERMANENT INJUNCTION**

Action Filed: September 19, 2012

BRYAN CAVE LLP  
 560 MISSION STREET, SUITE 2500  
 SAN FRANCISCO, CALIFORNIA 94105

1 The parties hereto having agreed to a settlement of the claims between them, and  
2 having stipulated to entry of this consent judgment, it is hereby ORDERED, ADJUDGED  
3 AND DECREED:

4 1. This Court has jurisdiction over defendant TWIN TIGER FOOTWEAR,  
5 INC. (“TWIN TIGER”) and over the subject matter at issue in this action. TWIN TIGER  
6 consents to jurisdiction of this Court for the purpose of executing and enforcing this  
7 Consent Judgment and Permanent Injunction, and the Court retains jurisdiction for this  
8 purpose.

9 2. Plaintiff AIRWAIR INTERNATIONAL LTD. (“AIRWAIR”) is the owner  
10 of the Dr. Martens® trade dress for footwear and is the owner of several U.S. registrations  
11 for its trade dress in the United States Patent and Trademark Office, including “the  
12 combination of yellow stitching in the welt area and a two-tone grooved sole edge” (Reg.  
13 No. 2,437,751, attached as Exhibit 1), the yellow “welt stitch located around the perimeter  
14 of footwear” (Reg. No. 2,437,750, attached as Exhibit 2), its DMS undersole design mark  
15 (Reg. No. 2,102,468, attached as Exhibit 3, the “DMS Design Mark”), “longitudinal  
16 ribbing and a dark color band over a light color on the outer sole edge, welt stitching, and a  
17 tab at the top back heel of footwear” (Reg. No. 2,341,976, attached as Exhibit 4), and “the  
18 design of an sole edge including longitudinal ribbing, and a dark color band over a light  
19 color” (Reg. No. 2,104,349, attached as Exhibit 5) (collectively “AIRWAIR Trade Dress  
20 Marks”). AIRWAIR has the exclusive right to use the AIRWAIR Trade Dress Marks in  
21 commerce, on or in connection with footwear.

22 3. TWIN TIGER acknowledges the validity of the trademark registrations  
23 attached as Exhibits 1–5.

24 4. TWIN TIGER has distributed, offered for sale and sold boots that contain  
25 beige stitching in the welt area, a sole edge with horizontal ribbing and a dark color band  
26 over a light color, and an undersole design similar to the DMS Design Mark, as shown in  
27 Exhibits 6 and 7 hereto (referred to collectively as “Twin Tiger Footwear”).  
28

1           5.       TWIN TIGER represents and warrants that it sold 25,488 pairs of the Twin  
2 Tiger Footwear in the United States for a total of approximately \$306,054.00 and that as of  
3 the date of this Agreement, no units of the Twin Tiger Footwear remain in its inventory.

4           6.       TWIN TIGER represents and warrants that as of the date of this Agreement,  
5 it has discontinued and is not currently manufacturing, licensing, distributing, purchasing  
6 or selling the Twin Tiger Footwear. TWIN TIGER further represents and warrants that it  
7 will not in the future manufacture, distribute, sell or offer for sale any other footwear styles  
8 that contain any of the identified trade dress described the U.S. trademark registrations  
9 attached as Exhibits 1–5.

10          7.       TWIN TIGER agrees to pay AIRWAIR a settlement amount as set forth in  
11 the parties' Settlement and Release Agreement.

12          8.       TWIN TIGER, and each of its officers, directors, agents, servants,  
13 employees, subsidiaries, affiliates, predecessors, successors and/or other related  
14 companies, and persons in active concert or participation with TWIN TIGER who receive  
15 actual notice of this order by personal service or otherwise, are permanently enjoined from  
16 manufacturing, importing, exporting, distributing, licensing, selling, marketing,  
17 advertising, promoting or offering for sale any footwear or any component part thereof that  
18 is confusingly similar to the distinctive AIRWAIR Trade Dress Marks, any footwear with  
19 yellow welt stitching, two tone grooved sole edge, a sole edge with horizontal ribbing and  
20 a dark color band over a light color as depicted in Exhibit 5, or the DMS undersole pattern.

21  
22                   *[The balance of this page is intentionally left blank.]*  
23  
24  
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9. All point-of-sale materials, labels, signs, boxes, prints, catalogs, line sheets, marketing materials, internet web pages, metatags, packages, papers, other trade dress, and advertisements in the possession or control of TWIN TIGER bearing images, illustrations, or representations of the enjoined shoes and boots, trade dress and undersole patterns, and all plates, molds, matrixes, and other means of making the same in the possession or control of TWIN TIGER, shall be delivered to AIRWAIR's counsel or destroyed within ten (10) business days and TWIN TIGER shall provide written confirmation of the destruction of the materials set forth above, specifying what materials have been destroyed.

**IT IS SO ORDERED.**

Dated:

By:

The Honorable Paul S. Grewal  
Judge of the U.S. District Court

**BRYAN CAVE LLP**

Dated: June 17, 2013

By:

*/s/ Marcy J. Bergman*  
Marcy J. Bergman  
Stephanie A. Blazewicz  
Robert J. Esposito  
Attorneys for Plaintiff  
AIRWAIR INTERNATIONAL LTD.

**THE THOMAS LAW GROUP**

Dated: June 17, 2013

By:

*/s/ Stephen Thomas*  
Stephen Thomas  
Attorney for Defendant  
TWIN TIGER FOOTWEAR, INC.

BRYAN CAVE LLP  
560 MISSION STREET, SUITE 2500  
SAN FRANCISCO, CALIFORNIA 94105

# Exhibit 1

**Int. Cl.: 25**

**Prior U.S. Cl.: 39**

**United States Patent and Trademark Office**

**Reg. No. 2,437,751**

**Registered Mar. 27, 2001**

**TRADEMARK  
PRINCIPAL REGISTER**



R. GRIGGS GROUP LIMITED (UNITED KING-  
DOM CORPORATION)  
COBBS LANE, WOLLASTON, WELLINGBOROUGH  
NORTHANTS NN8 7SW, UNITED KINGDOM

THE MARK CONSISTS OF THE COMBINATION  
OF YELLOW STITCHING IN THE WELT AREA  
AND A TWO-TONE GROOVED SOLE EDGE.

FOR: FOOTWEAR, IN CLASS 25 (U.S. CL. 39).

SEC. 2(F).

FIRST USE 4-1-1960; IN COMMERCE 0-0-1984.

SER. NO. 74-494,466, FILED 2-25-1994.

THE DRAWING OF THE WELT STITCH IS LINED  
FOR THE COLOR YELLOW, AND CLAIM IS MADE  
TO COLOR.

CATHERINE KAISER KREBS, EXAMINING AT-  
TORNEY

# Exhibit 2

**Int. Cl.: 25**

**Prior U.S. Cl.: 39**

**United States Patent and Trademark Office**

**Reg. No. 2,437,750**

**Registered Mar. 27, 2001**

**TRADEMARK  
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R.GRIGGS GROUP LIMITED (UNITED KING-  
DOM CORPORATION)  
COBBS LANE, WOLLASTON  
WELLINGBOROUGH, NORTHANTS NN8 7SW,  
UNITED KINGDOM

FOR: FOOTWEAR, IN CLASS 25 (U.S. CL. 39).

FIRST USE 4-1-1960; IN COMMERCE 0-0-1984.

THE DRAWING OF THE WELT STITCH IS LINED  
FOR THE COLOR YELLOW AND CLAIM IS MADE  
TO COLOR.

THE MARK CONSISTS OF A WELT STITCH  
LOCATED AROUND THE PERIMETER OF FOOT-  
WEAR. THE PHANTOM LINING IS NOT A PART  
THE MARK, BUT MERELY INDICATES THE POSI-  
TION OF THE MARK.

SEC. 2(F).

SER. NO. 74-494,463, FILED 2-25-1994.

CATHERINE KAISER KREBS, EXAMINING AT-  
TORNEY



# Exhibit 3

Int. Cl.: 25

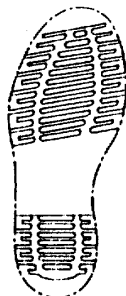
Prior U.S. Cls.: 22 and 39

Reg. No. 2,102,468

**United States Patent and Trademark Office**

Registered Oct. 7, 1997

**TRADEMARK  
PRINCIPAL REGISTER**



R. GRIGGS GROUP LIMITED (UNITED KING-  
DOM CORPORATION)  
COBBS LANE, WOLLASTON, WELLINGBOR-  
OUGH  
NORTHANTS NN8 7SW, UNITED KINGDOM

FOR: FOOTWEAR, IN CLASS 25 (U.S. CLS. 22  
AND 39).

FIRST USE 8-0-1992, FIRST USED IN AN-  
OTHER FORM IN 1978; IN COMMERCE

9-0-1992, FIRST USED IN COMMERCE IN AN-  
OTHER FORM IN 1984.

THE PHANTOM LINING IS NOT A PART OF  
THE MARK, BUT MERELY INDICATES THE  
POSITION OF THE MARK.

THE MARK CONSISTS OF THE DESIGN OF  
AN UNDERSOLE.

SER. NO. 74-502,418, FILED 3-21-1994.

JEFFREY LOOK, EXAMINING ATTORNEY

# Exhibit 4

**Int. Cl.: 25**

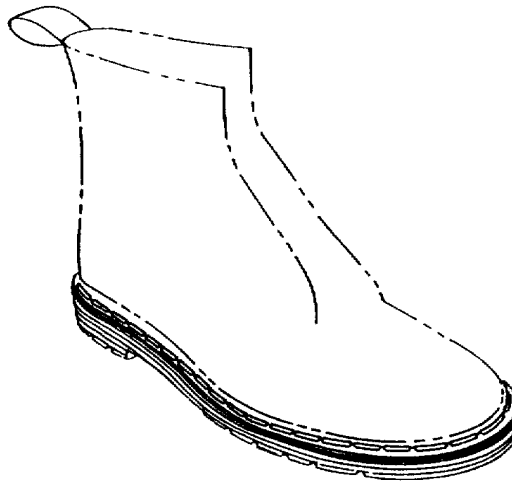
**Prior U.S. Cl.: 39**

**United States Patent and Trademark Office**

**Reg. No. 2,341,976**

**Registered Apr. 11, 2000**

**TRADEMARK  
SUPPLEMENTAL REGISTER**



**R. GRIGGS GROUP LIMITED (UNITED KING-  
DOM CORPORATION)  
COBBS LANE, WOLLASTON  
WELLINGBOROUGH, NORTHANTS NN8 7SW,  
UNITED KINGDOM**

**FOR: FOOTWEAR, IN CLASS 25 (U.S. CL. 39).  
FIRST USE 0-0-1960; IN COMMERCE  
0-0-1984.**

**THE MARK CONSISTS OF LONGITUDINAL  
RIBBING AND A DARK COLOR BAND OVER**

**A LIGHT COLOR ON THE OUTER SOLE  
EDGE, WELT STITCHING, AND A TAB LO-  
CATED AT THE TOP BACK HEEL OF FOOT-  
WEAR.**

**SER. NO. 74-494,465, FILED P.R. 2-25-1994;  
AM. S.R. 3-11-1999.**

**CATHERINE KAISER KREBS, EXAMINING  
ATTORNEY**

# Exhibit 5

Int. Cl.: 25

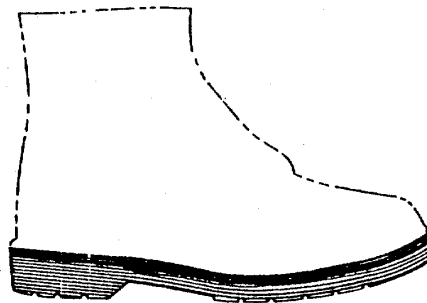
Prior U.S. Cls.: 22 and 39

Reg. No. 2,104,349

**United States Patent and Trademark Office**

Registered Oct. 7, 1997

**TRADEMARK  
SUPPLEMENTAL REGISTER**



R. GRIGGS GROUP LIMITED (UNITED KING-  
DOM CORPORATION)  
COBBS LANE, WOLLASTON  
WELLINGBOROUGH, NORTHANTS NN8 7SW,  
UNITED KINGDOM

FOR: FOOTWEAR, IN CLASS 25 (U.S. CLS. 22  
AND 39).

FIRST USE 4-1-1960; IN COMMERCE  
0-0-1984.

THE PHANTOM LINING IS NOT A PART OF  
THE MARK, BUT MERELY INDICATES THE  
POSITION OF THE MARK.

THE MARK CONSISTS OF THE DESIGN OF  
AN SOLE EDGE INCLUDING LONGITUDI-  
NAL RIBBING, AND A DARK COLOR BAND  
OVER A LIGHT COLOR.

SER. NO. 74-494,464, FILED P.R. 2-25-1994;  
AM. S.R. 5-30-1997.

CATHERINE KAISER KREBS, EXAMINING  
ATTORNEY

# Exhibit 6





# Exhibit 7

